

37. Replacement or Refund: You agree that, subject to the limitations of liability contained elsewhere in this Agreement, Network Solutions' entire liability and your exclusive remedy in any event, with respect to any claims arising out of this Agreement shall be, at Network Solutions' sole discretion, either (i) the deletion of the Registered Domain and substitution of a new domain name in its place, or (ii) a refund of the fees paid for one year's Registration Services. You agree that Network Solution shall have no liability to you for your use of a Registered Domain(s) through the Registration Service.

38. No Money Damages: In addition to Section 7 of this Agreement on Exclusive Remedies, and except as provided in Section 37 of this schedule, under no circumstances whatsoever will Network Solutions be liable to you for any money damages including, without limitation, any lost profits, lost revenue, lost savings, or other incidental, consequential or punitive damages arising out of: (i) the use or inability to use the Registered Domain(s); (ii) the revocation, suspension or termination of your Registration Service, Registered Domain or License Agreement; (iii) your use or inability to use the Registration Service; or (iv) for any claim by any other party, even if Network Solutions has been advised of the possibility of such damages. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived.

39. Indemnification. In addition to Section 9 of this Agreement on Indemnification and Section 21 of this Schedule, you agree to indemnify and hold Network Solutions, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with Network Solutions, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against Network Solutions arising out of your use or inability to use the Registration Service or Registered Domain(s) or in connection with any breach of any of the terms of this Agreement or the License Agreement.

40. Correspondence Forwarding. You agree that the Partner's name, postal address and phone number will be listed in the .EU WHOIS directory for the Registered Domain, as the Partner will be the registrant for the Registered Domain. You agree that Partner and Network Solutions will review and forward, upon your request, communications addressed to your Registered Domain that are received via certified, registered or traceable courier mail (such as UPS, Federal Express, or DHL). You authorize Partner or Network Solutions to return to sender all mail that is marked "First Class Mail." You acknowledge and agree that Partner or Network Solutions will not forward to you first class postal mail (other than legal notices), "junk" mail, bulk mail, or other unsolicited communications (whether delivered through fax, postal mail or telephone), and you further authorize Partner or Network Solutions to either discard all such communications or return all such communications to sender. You hereby waive any and all claims arising from your failure to receive communications directed to your Registered Domain but not forwarded to you by Partner or Network Solutions. In instances when Partner or Network Solutions receives certified or traceable courier mail or legal notices addressed to your Registered Domain, Partner or Network Solutions will post an email message to your e-mail account that is listed as the contact for the Registered Domain notifying you of

receipt of mail. The e-mail message will identify the sender of the correspondence that has been received by Network Solutions or Partner, the date such correspondence was received, and a brief description of its contents. You agree that you will have five (5) days to request to have the correspondence forwarded via e-mail in a PDF form, overnight courier or facsimile to you. You agree that if you do not respond within five (5) days of receipt of the e-mail from Network Solutions or Partner that the mail may be destroyed by Partner. You hereby waive any and all claims arising from either your failure to respond within five (5) days of receipt of the e-mail from Network Solutions or Partner or your instruction to Network Solutions or Partner not to forward mail that has been received.

41. Forwarding Fees. In consideration for (i) handling and forwarding certified, registered and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with third parties, you agree to pay Network Solutions at the time such forwarding services are provided in order to cover Network Solutions' labor and costs associated with these services. Network Solutions may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by you) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using Network Solutions' forwarding services. Payment shall be made by you providing a valid credit card for charge by Network Solutions, and is non-refundable. If for any reason Network Solutions is unable to charge your credit card with the full amount of the forwarding service provided, or if Network Solutions is charged back for any fee it previously charged to the credit card you provided, you agree that Network Solutions may, without notice to you, pursue all available remedies in order to obtain payment, including but not limited to, sale or licensing of the Registered Domain to a third party, and immediate cancellation of your account and all services Network Solutions provides to you. Network Solutions reserves the right to charge a reasonable service fee to cover the costs of administrative tasks outside the scope of its regular forwarding services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes in which Network Solutions becomes involved concerning the Registered Domain. You agree that Network Solutions will and is authorized to bill these charges to the credit card you have on file with Network Solutions. Administrative fees, once charged, will be non-refundable. It is your responsibility to keep your credit card information current and accurate, including the expiration date. Failure to keep such information updated shall be grounds for termination of your Registration Services.

SCHEDULE F TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .NAME TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .Name domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL:

<http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.

2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to challenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

3. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Network Solutions shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain e-mail address registration (an "SLD E-mail Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Network Solutions or the .name registry; or (ii) any dispute over any Registered Name, SLD E-mail Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.

4. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .name registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .name registry.

SCHEDULE G TO NETWORK SOLUTIONS SERVICE AGREEMENT

**ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH
.US TLD.**

In addition to the terms set forth in Schedule A above, the following terms shall apply to .US domain names.

1. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .US top-level domain ("TLD") administrator, NeuStar, Inc. ("US Registry"), and that you meet all of the .US nexus requirements ("US Nexus Requirements") set forth below (and as represented by you in the registration application information provided by you to Network Solutions). You must be (and you certify that you are) either:

A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1]; or

B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or

C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.

2. Name Servers Certification. You certify that the name servers listed by you in connection with your application for domain name registration services in the .US TLD are located within the United States.

3. Your obligation to satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .US Nexus Requirements, and that a failure by you to satisfy the .US Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Network Solutions and/or the .US Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .US Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .US Registry. Neither Network Solutions nor the .US Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .US Nexus Requirements information at the time of registration (or, where applicable, subsequent to

registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .US Nexus Requirements, even if the need for such information is known by any of them.

4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .US Registry (or a third party designated by the .US Registry), which policy and its applicable forms are located on the .US Registry's web site at the URL: <http://www.neustar.com>. You agree to abide by all decisions rendered by the .US Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .US Registry's website at the URL: www.neustar.com.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .US Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .US Registry (for example, the .US Registry reserves the right to deny, delete, transfer or freeze any domain name registration for a variety of reasons, none of which Network Solutions can control).

7. Accurate Information. Without limiting the other provisions of the Agreement, your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

8. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .US domain name application(s) to the .US Registry through .US Registrar L.L.C., and that all applications submitted by you hereunder (except for Sunrise applications, where applicable) will be submitted by .US Registrar L.L.C. on or after the date upon which the .US Registry goes live.

SCHEDULE W TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .CN TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .CN domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are seeking in the .CN top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .CN TLD administrator, NeuLevel, Inc ("CN

Registry"). Under the Eligibility Requirements established by .CN Registry, only a business or an organization is permitted to register a domain name in the .CN TLD.

2. Your Obligation to Satisfy Eligibility Requirements. You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .CN Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .CN Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .CN Registry. Neither Network Solutions nor the .CN Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. Ban on and Revocation of Certain Domain Names. You agree that .CN Registry and the China Internet Network Information Center ("CNNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name violates the principles of the Constitution of the Peoples Republic of China ("PRC"), harms the national honor or national interests of the PRC, jeopardizes national security or violates any PRC law, rule or administrative regulation. You further accept that .CN Registry and Network Solutions reserve the right to deny registration requests that .CN Registry, CNNIC or the PRC considers are contrary to public policy. You understand that .CN Registry or CNNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .CN Registry, CNNIC or other registrars in connection with a domain name registration. You acknowledge that .CN Registry or CNNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .CN Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".CN Policies") that are posted or referred to on the .CN Registry's or CNNIC's websites. You agree to comply with any and all current and future .CN Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .CN Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions.

You acknowledge that if you do not agree to the amended or new .CN Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .CN Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .CN Registry.

7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .CN TLD.

8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You acknowledge that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of your domain name registration(s).

9. Limitation on Transfer. As a part of your registration, you agree that you can only transfer a domain name to or from another registrar that is headquartered, or controlled by an entity, outside of the PRC.

10. Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the .CN TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

11. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .CN Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .CN Registry, CNNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .CN Registry for any reason, including but not limited to the termination of .CN Registry's registration authority, or its bankruptcy.

12. **Indemnification.** In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, .CN Registry, and CNNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .CN Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .CN Registry; or (e) any use of the domain name(s) that you register with .CN registry.

13. **Survival of Terms.** You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

14. **Jurisdiction for Certain Disputes:** You agree that any disputes between you and the .CN Registry (but not with Network Solutions) without prejudice to other potentially applicable jurisdictions, shall be subject to the jurisdiction of the courts of (a) registrant's domicile; (b) where the registrar is located and (c) the PRC. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

15. **Dispute Resolution Policies.** Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .CN TLD is subject to the policies and procedures related to the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy.

16. **Supplemental Terms and Conditions.** The terms and conditions of this Schedule W are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE X TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .TW TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .TW domain names.

1. **Eligibility Requirements.** You represent and warrant that every registration you are seeking in the .TW top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .TW TLD administrator, NeuLevel, Inc (".TW Registry"). Under the Eligibility Requirements established by .TW Registry, only a business or an organization is permitted to register a domain name in the .TW TLD.

2. **Your Obligation to Satisfy Eligibility Requirements.** You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .TW Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .TW Registry, and/or (iii) the domain name(s)

being deleted by Network Solutions and/or the .TW Registry. Neither Network Solutions nor the .TW Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.

4. Ban on and Revocation of Certain Domain Names. You agree that .TW Registry and the Taiwan Network Information Center ("TWNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name harms the national honor or national interests of Taiwan, jeopardizes national security or violates any Taiwanese law, rule or administrative regulation. You further accept that .TW Registry and Network Solutions reserve the right to deny registration requests that .TW Registry, TWNIC or that the Taiwanese government considers are contrary to public policy. You understand that .TW Registry or TWNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .TW Registry, TWNIC or other registrars in connection with a domain name registration. You acknowledge that .TW Registry or TWNIC reserves the right to freeze a domain name during resolution of a dispute.

5. Acknowledgment of .TW Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".TW Policies") that are posted or referred to on the .TW Registry's or TWNIC's websites. You agree to comply with any and all current and future .TW Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .TW Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .TW Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .TW Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .TW Registry.

7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .TW TLD.

8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You agree that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of your domain name registration(s).

9. Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the .TW TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

10. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .TW Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .TW Registry, TWNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .TW Registry for any reason, including but not limited to the termination of .TW Registry's registration authority, or its bankruptcy.

11. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, .TW Registry, and TWNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .TW Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .TW Registry; or (e) any use of the domain name(s) that you register with .TW registry.

12. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

13. Jurisdiction for Certain Disputes and Governing Law: You agree that any disputes between you and the .TW Registry (but not with Network Solutions) will be governed under the laws of Taiwan. You accept that any dispute arising between you and .TW Registry shall be heard and decided by the Taipei District Court of Taiwan. All disputes

between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

14. **Dispute Resolution Policies.** Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .TW TLD is subject to the policies and procedures related to the TWNIC Domain Name Dispute Resolution Policy & Rules for TWNIC Domain Name Dispute Resolution Policy.

15. **Supplemental Terms and Conditions.** The terms and conditions of this Schedule X are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE H TO NETWORK SOLUTIONS SERVICE AGREEMENT

PRIVATE REGISTRATION SERVICE

1. **Private Registration Service.** When you subscribe to Network Solutions Private Registration Service, you authorize and direct Network Solutions to (a) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (b) not display the fax number and NIC Handle associated with your account for the applicable domain name.

2. Communications Forwarding.

a. By subscribing to the Private Registration Service, you authorize and direct Network Solutions to process communications directed to you at the contact information displayed in the public WHOIS database as follows:

(i) **E-mail Address.** A private e-mail address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the e-mail address posted in the public WHOIS database will be filtered for SPAM and forwarded to the e-mail address associated with your account for the applicable domain name. Once an e-mail address is removed from the public WHOIS database it will no longer be a valid e-mail address for the receipt messages. You acknowledge that you may not receive messages sent to an expired e-mail address.

(ii) **Postal Address.** A P.O. Box address in care of Network Solutions will be the postal address displayed in the public WHOIS database for the applicable domain name. You hereby authorize Network Solutions to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to you via the e-mail address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail™ is sent to you via e-mail to request in writing that a copy of

such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via e-mail. All mail that is unable to be scanned will be forwarded to you via postal mail at Network Solutions' expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Network Solutions will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Network Solutions.

(iii) Telephone Number. A telephone number that is answered by a Network Solutions answering service will be displayed in the public WHOIS database for the applicable domain name. Callers will be informed of how to contact you using the information displayed in the public WHOIS database.

b. You acknowledge and agree that by subscribing to our Private Registration Service that you will not receive all communications sent to you at the contact information listed in the public WHOIS database. You acknowledge and agree that Network Solutions disclaims any and all loss or liability that may result from your use of our Private Registration Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.

c. You agree that if you opt to have mail forwarded to you in accordance with Section 2(ii) above, that you are responsible for paying all fees and costs associated with Network Solutions providing such forwarding services. Network Solutions will inform you via e-mail of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to You. You are solely responsible for maintaining current and accurate credit card information on file with Network Solutions, including the expiration date for such credit card.

3. Network Solutions Right To Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Network Solutions has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact information provided by you to Network Solutions in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, e-mail address and/or telephone number as provided by you to Network Solutions, or (c) terminate your subscription to our Private Registration Service:

(i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;

(ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or

(iii) if any third party threatens legal action against Network Solutions that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE I TO SERVICE AGREEMENT

CHANGE OF REGISTRAR SERVICE

1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to Network Solutions. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.

2. You represent and warrant that: (a) the information provided to Network Solutions in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Network Solutions; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.

4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not

entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorneys fees, of third parties arising under this Agreement.

SCHEDULE J TO SERVICE AGREEMENT

REGISTRANT NAME CHANGE AGREEMENT

1. The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Network Solutions Service Agreement of which this Schedule is a part.

2. **The terms in this section apply only to the Current Registrant.** You agree that you and Network Solutions are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Network Solutions from all obligations under the Agreement, and you release Network Solutions from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Network Solutions. You hereby authorize Network Solutions to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

3. **The terms in this section apply only to the New Registrant.** You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Registrant Name Change. Your registration of the Domain Name(s) shall be effective upon Network Solutions' transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay Network Solutions the RNCA processing fee set forth on our Web site, if any, by providing appropriate credit card

information as requested. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree, that unless you register additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

SCHEDULE K TO NETWORK SOLUTIONS SERVICE AGREEMENT

NEXT REGISTRATION RIGHTS SUBSCRIPTION SERVICE

1. Next Registration Rights Service Subscription - Pre-order. When you pre-order a Next Registration Rights Service ("NRRS") subscription, you are authorizing us to attempt to obtain a NRRS subscription (as described on our Web site and herein) for you if and when the applicable registry launches its underlying back-order service (the "go-live date"). If we are successful in obtaining the NRRS subscription for you, you agree that we are authorized to then charge your credit card for the fees described on our Web site at the time of your Pre-order application. Successful NRRS subscriptions will be subject to the terms of the Agreement, including this Schedule.

2. Next Registration Rights Service Subscription - After Go-Live Date. After the go-live date, when you apply for a subscription for the Network Solutions® NRRS (or if you have previously submitted a pre-order for our NRRS), we will contact the applicable registry and attempt to obtain for you the exclusive right to register the domain name selected and indicated by you in your application should that domain name become available for registration by a third-party during the term of your NRRS subscription. In the event we are successful in obtaining for you the NRRS subscription for your chosen domain name, you acknowledge and agree that we are authorized to charge your credit card for the fees described on our Web site at the time of your purchase. Thereafter, during the term of your subscription, if the domain name for which you purchased a NRRS subscription becomes available for registration, we will register that domain name in your name, subject to the terms and conditions of the Agreement (including, but not limited to, the terms and conditions related to domain name registration). You acknowledge and agree that if your application is successful and the domain name you have selected becomes available for registration during the term of your NRRS subscription, the domain name will be registered to you pursuant to the terms and conditions of this Agreement and that you will be bound by the same.

3. No Guarantees. We make no guarantees, representations or warranties that a subscription for the service will be available now or in the future, or that the domain name for which you purchase our NRRS will become available for registration during the term of any NRRS subscription. You acknowledge and agree that the domain name with respect to which you purchase the NRRS subscription may not become available during the term of your subscription, for any number of reasons, including, but not limited to, the current registrant's continued registration or renewal of the domain name.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

SCHEDULE L TO NETWORK SOLUTIONS SERVICE AGREEMENT

E- MAIL SERVICES

1. Description of Service. Network Solutions is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. Network Solutions has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Network Solutions reserves the right to restrict the number of recipients of any e-mail sent by you and retains the right, at Network Solutions's sole discretion, to restrict the volume of messages transmitted or received by you, in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Network Solutions operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party. You may not exceed the storage [megabytes] applicable to the particular e-mail services purchased by you as specified on our Web site at the time of your purchase (or as subsequently modified by us pursuant to this Agreement). If you exceed the applicable storage limitations, Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as described on our Web site for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your email services and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" folder at any time in our sole discretion.
2. Catch-All Mailbox Service. Network Solutions may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the e-mail box of any user of your Network Solutions e-mail service (e.g., Person@Yourcompany.com) will also be sent to the e-mail box set up for

the Catch-All Mailbox service. You further acknowledge and agree that in the event your Network Solutions e-mail and domain name services are terminated, any future registrant of your terminated domain name that subscribes to the Catch-All Mailbox service may receive e-mails intended for receipt by you or a former user of your e-mail service, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Network Solutions e-mail services, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto.

3. SPAM Protection. Network Solutions's e-mail service includes real-time SPAM Protection provided by Brightmail. All e-mail sent to your e-mail address(es) will be scanned by Brightmail Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your e-mail box(es). All e-mail detected as SPAM will be deleted and will not be delivered to your email inbox. All e-mail box(es) automatically include SPAM Protection and this feature can not be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your e-mail box(es). You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.
4. Virus Protection. Network Solutions's e-mail service includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or e-mail program. All e-mail sent to your e-mail address(es) will be scanned for viruses. If a virus is detected, the e-mail message and/or attachment, as applicable, will be cleaned if possible and the header of the e-mail will be tagged to inform you that a virus was detected and that the e-mail message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the e-mail message and/or attachment, the e-mail message and/or attachment will be deleted and the e-mail will be tagged to inform you that portions of the e-mail have been deleted because a virus was detected. All e-mail box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete e-mail messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or e-mail program. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any e-mail and/or e-mail attachments as a result thereof, or the transmission of viruses to your computer system and/or e-mail program.
5. Reserved.
6. Billing for E-mail Service. Billing for annual e-mail services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase. If you elect

to subscribe to monthly e-mail services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly E-mail Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly E-mail Service fee.

7. Privacy. Network Solutions will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that Network Solutions neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.
8. Customer Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions's outsourcing contractors for the e-mail services, including, but not limited to, Brightmail, Inc. and Mirapoint, Inc., or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

SCHEDULE M TO SERVICE AGREEMENT

WEB FORWARDING SERVICE

1. Network Solutions is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through the Web Forwarding service. You represent and warrant that you have the necessary rights to use the Web Forwarding service to forward, point, alias or resolve your domain

name registration(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Web Forwarding service without notice and with no obligation to refund fees paid if we determine the Web Forwarding service is forwarding users to a Web site or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

2. You acknowledge and understand that the Web Forwarding service includes a Domain Masking feature that will make your site visitors see the domain name associated with the Web Forwarding service in the window of their browser throughout your entire Web site and on all Web sites linked to from your Web site while the window session remains open. You have the ability to turn the Domain Masking feature on or off at any time through Account Manager. The Domain Masking feature may not work with all Web sites depending on how they are configured and their ability to be viewed within a browser frame.

3. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT

SURELISTSM SERVICE

We may provide you an opportunity through our SureListSM service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). At the time of purchase, the URL submitted by you (the "URL") will be provided to the Index Servicer for submission in its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You may submit corrections or changes to the URL during the first thirty (30) days after your purchase of the SureList service, after which time period no further changes to the URL will be permitted. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the the Index Servicer search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the

rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will (i) achieve favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement in the search index.

SCHEDULE O TO SERVICE AGREEMENT

WEB SITES

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

(a) "Web Site Template" means any pre-designed, customizable Network Solutions Web site template licensed by Network Solutions to end users.

(b) "Homepage" means a one-page Web site and one e-mail box. "Starter Site" means a five-page Web Site Template and two e-mail boxes. "Enhanced Site" means unlimited Web Site pages up to a maximum of 1,000 pages and ten e-mail boxes.

(c) "Subscription Service" means any of the Network Solutions Web Site Template packages that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine a Web Site Template, the Web site Editing Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Network Solutions as of the time of your purchase.

(d) "Web site Editing Tool" means the Network Solutions on-line design and editing tool that allows customers to access their Web Site Templates, add/modify content, upload images and make generic changes to their Web Site Templates.

(e) "Web Hosting Service" means the Web hosting services provided by Network Solutions or a third party through Network Solutions as part of a monthly or annual Web Site Template Subscription Service or Hosting Services as defined in Schedule T of this Agreement.

2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:

(a) Billing for the Subscription Service shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly and, if you've selected our "auto-renew" feature, annual payments for the

Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.

3. File Size, Storage and Bandwidth Limitations. The following file size and bandwidth limitations apply to all Web Site Templates offered by Network Solutions:

(a) File Size and Storage. You can upload a maximum of 2GB of files to your Web Site Template scrapbook, provided that all files must comply with the following size limitations: All Image, Text and Document files have a 5 Megabyte limit (includes .gif, .jpg, .jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files); and all Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .asf, .wma, .wmv, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files). Each Web Site Template has a total published storage limit ("Published Storage Limit") as follows: (i) Homepage 1 page Web Site Template = 500 Megabytes; (ii) Starter 5-page Web Site Template Package = 1 Gigabyte; and (iii) Enhanced 1,000-page Web Site Template Package = 4 Gigabytes. You may not publish content that exceeds the Published Storage Limit for the Web Site you have selected.

(b) Bandwidth. You and your Web Site visitors can view and download the following amounts of content on your Web Site per month: (i) Homepage 1 page Web Site Template = 1 Gigabyte per month; (ii) Starter Package 5-page Web Site Template = 2 Gigabytes per month; and (iii) Enhanced 1,000-page Web Site Template = 100 Gigabytes per month. Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as determined by Network Solutions in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your Web Site Template and this Agreement if you exceed the bandwidth limitations set forth above.

4. Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

5. MapQuest Service. Any use of the MapQuest service that is a part of the Web Hosting Service, Subscription Service or Web Site Template or any other Network Solutions

service is at your own risk. Network Solutions is in no way responsible or liable for any and all claims or damages that arise as a result of your use or a third party's use of the MapQuest service. Network Solutions is not liable for any property damage or personal injury as a result of your use or a third party's use of the MapQuest service. You further agree that you will include the following statement on your Web Site: "Maps/Directions are informational only. User assumes all risk of use. MapQuest, Network Solutions, and their suppliers make no representations about content, road conditions, route usability, or speed." You expressly agree that you will not modify the MapQuest service in any way nor will you use the MapQuest service in any way that may infringe the rights of Network Solutions, MapQuest or any third parties. Network Solutions reserves the right to terminate, delete, remove or modify the MapQuest service at any time without warning or notification to you.

6. Use of Images. Your use of any content, images or pictures that are made available by Network Solutions as a part of the Web Hosting Service, Subscription Service or Web Site Template or any other Network Solutions service is governed by the terms of this agreement. You agree that certain content, images or pictures that you use as a part of the Web Hosting Service, Subscription Service or Web Site Template services are governed by the JupiterImages End User License Agreement ("JIEULA") which is located at www.imageseula.com. You are obligated to abide by the terms of this agreement and the JIEULA in your use of any content, images or pictures that are provided by Network Solutions to you. You agree that you will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense or rent any content, image or picture that is made available to you by Network Solutions or that is part of a Web Hosting Service, Subscription Service or Web Site Template. You expressly agree that you will not use any content, images or pictures in any way that may infringe the rights of Network Solutions or any third parties. Network Solutions and its partners retain all rights, title and ownership to the content, images and pictures that are made available to you. You agree that your use of the content, images or pictures made available by Network Solutions do not give you any rights in such content, images or pictures.

7. Cancellation. You may cancel your Subscription Service at any time. To cancel your Subscription Service you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered Domain Name associated with your Web Site Template; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received.

8. Term and Termination.

(a) Term. Your Subscription Service shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of

termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Subscription Service.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Subscription Service.

(c) Survival. In the event of expiration or termination of this Schedule or the Agreement for any reason, Sections 1 and 8 of this Schedule shall survive.

SCHEDULE P TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR PROVIDED FREE WITH A WEB SITE

In addition to the terms and conditions set forth on Schedule O, the following terms and conditions shall apply to all SuperStats, Counter, Boardserver, EZ Polls and Guestbook services purchased directly from Network Solutions or included free with a Web site purchased directly from Network Solutions. For purchases of any of these services through the MyComputer website storefront (currently located at the URL www.mycomputer.com), please see Schedule Q to the Agreement. All capitalized terms used herein, and not otherwise defined, shall have the meanings set forth on Schedule O.

1. Any services referenced herein that are purchased in connection with a Subscription Service shall be included in the definition of Subscription Service for purposes of the terms and conditions set forth in Schedule O.
2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member Web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.
3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All Web site accounts exceeding such limit are subject to cancellation without notice.
4. Cancellation of Your Web site. Any termination of your Web site Subscription Service will result in the termination of your SuperStats, Counter, Boardserver, EZ Polls and/or Guestbook services, if applicable, and this Schedule, at the expiration of the monthly

billing cycle in which your cancellation notice was received and processed by Network Solutions.

SCHEDULE Q TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SUPERSTATS, COUNTER, BOARDSERVER, EZ POLLS AND GUESTBOOK SERVICES -- PURCHASED DIRECTLY FROM NETWORK SOLUTIONS OR PROVIDED FREE WITH A WEB SITE

The following additional terms and conditions shall apply to the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and GuestBook services purchased from the MyComputer Storefront. For purchases of any of these services directly through Network Solutions, please see Schedule P to this Agreement.

1. Definitions. "MyComputer Storefront" as used herein shall mean the website owned or operated by MyComputer.com, Inc. at the URL www.mycomputer.com, or its successor URL, through which an Internet user is able to apply for the services referenced in this Schedule.

2. Use of Information. You acknowledge and agree that we may (but are not obligated to) collect, store, use and/or publish information regarding, and data related to, your Web site, including, but not limited to, your domain name, URL and traffic counts. Possible uses of such information include, but are not limited to, marketing, the development and distribution of lists concerning traffic patterns of (or visits to) Web sites and Network Solutions member web sites and for other general commercial purposes. Use of any personally identifiable information will be in accordance with Network Solutions' Privacy Policy.

3. Page View Limits. The SuperStats and Counter services are limited to One Hundred Thousand (100,000) page views per account per month. All accounts exceeding such limit will be charged an overage charge as set forth on the MyComputer Storefront.

4. Registration and Billing.

(a) To receive the SuperStats, WatchDog, Counter, SubmitWizard, SiteMiner, Boardserver, EZpolls and/or GuestBook services you must submit and maintain on file with MyComputer.com certain registration data as requested by the MyComputer, Inc. online registration form for such services. Such registration data shall include, but not be limited to, your name, address, email address, website URLs, credit card number and other billing information. You must submit a separate online activation request for each service you are subscribing to. Network Solutions reserves the right, in its sole discretion, to refuse any registration or Service activation request for any reason or no reason. You represent that the registration information you supply to Network Solutions is true, complete and accurate. By submitting any information, you authorize Network Solutions

to use such information in accordance with its privacy policy
www.networksolutions.com/legal/privacy-policy.jsp.

(b) You acknowledge that MyComputer, Inc. will bill you for all services you purchase.

(c) If you become a registered user of the MyComputer website, you will receive a password for accessing your account information. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. Network Solutions and/or MyComputer is not liable for any loss that you may incur as a result of any third-party's use of your password or account.

5. Third-Party Beneficiary. For purposes of Section 3 of this Schedule, MyComputer, Inc. is an intended third-party beneficiary.

SCHEDULE R TO NETWORK SOLUTIONS SERVICE AGREEMENT

100-YEAR DOMAIN SERVICE

1. 100-Year Domain Service. When you purchase the Network Solutions 100-Year Domain Service for a new domain name registration through Network Solutions, we will initially register the relevant domain name for the maximum number of years allowed by the applicable registry. When you purchase the Network Solutions 100-Year Domain Service for a domain name that is currently registered through Network Solutions, we will initially renew the domain name for the maximum number of years allowed by the applicable registry. We will then automatically renew the domain name registration on an annual basis until you have received a total of 100 years of registration services from us for that domain name from the date of your purchase of the 100-Year Domain Service.

2. Non-Transferable; Non-Refundable. You acknowledge and agree that the 100-Year Domain Service will terminate if you transfer the domain name for which you purchased the service to another registrar. You acknowledge and agree that this service, like all other services we provide, is non-refundable upon termination.

3. Other Services Affecting this Service. You acknowledge and agree that our ability to provide the 100-Year Domain Service is dependent upon, among other things, the continued registration of the relevant domain name, and that any termination of that registration (for whatever reason) will result in the termination of the 100-Year Domain Service for that registration.

SCHEDULE S TO SERVICE AGREEMENT

CERTIFIED OFFER SERVICE

1. **Additional Terms; Definitions.** Except as specifically noted otherwise herein, the following additional terms and conditions apply to you if you use the Certified Offer Service ("COS") in any way. As used in this Schedule, the term "**Buyer**" means any person or entity that uses the COS to make an Offer to a domain name registrant to transfer to such person a domain name registration through the COS. As used in this Schedule, the term "**Seller**" means the registrant of the domain name and its agents (including the registrant's administrative contact) that is the subject of an offer from a Buyer. The domain name that is the subject of the COS is referred to in this Schedule as the "**Domain Name**." You agree that any offer, counter-offer, and/or acceptance of either of them by a Buyer or Seller, shall be subject to the terms and conditions of this Agreement (which includes the terms and conditions of this Schedule).
2. **Purpose of Certified Offer Service; Network Solutions' Participation.** You acknowledge and agree that the COS is intended to provide the Buyer and Seller with a means through which the Buyer and Seller may be able to come to an agreement regarding the transfer of the Domain Name for the payment of a fee from the Buyer to the Seller, and to facilitate any such transfer and the associated payment from the Buyer to the Seller, all in accordance with the terms of this Schedule. You acknowledge and agree that the terms of Section 10 of this Schedule set forth the legal agreement between the Buyer and the Seller, and that you have reviewed those provisions and find them to be acceptable to you. You acknowledge and agree that Network Solutions is not the agent of and is not acting as an agent for either the Seller or the Buyer, and that the Seller will look solely to the Buyer for fulfillment of the Buyer's obligations hereunder, and the Buyer will look solely to the Seller for fulfillment of the Seller's obligations hereunder. Neither the Buyer nor the Seller will look to Network Solutions for the fulfillment of the Buyer's or the Seller's obligations. Network Solutions' role in the COS is that of sending communications from the Buyer to the Seller and the Seller to the Buyer, providing the terms of the agreement between the Buyer and Seller, receiving funds from the Buyer, processing any necessary registrar transfer, processing the registrant name change, and sending payment to the Seller, all as set forth in this Schedule. You acknowledge and agree that Network Solutions is not a broker and will not negotiate on behalf of either party. You further acknowledge and agree that nothing in this Agreement or on our Web site shall be construed to mean that the Domain Name can be or is being assigned from one registrant to another - all Domain Name transfers are completed pursuant to the terms of the Registrant Name Change Agreement that forms a part of this Agreement.
3. **Third Party and Other Factors; No liability for Failed Transactions.** You acknowledge and agree that the successful transfer of the Domain Name and the associated payment of the selling price to the Seller through the COS are dependent upon many factors that are not within the control of Network Solutions, and that Network Solutions shall not be liable for the failure of any transaction, in whole or in part (including but not limited to failure of the Domain Name to be transferred or failure of a payment to be made), where such failure is caused by the actions or inactions of the Seller (including but not limited to

breach by the Seller of its obligations to you or us under the COS), Buyer (including but not limited to breach by the Buyer of its obligations to you or us under the COS) or other third party. For example, a Seller whose domain name registration is sponsored by a registrar other than Network Solutions must approve a transfer of the domain name sponsorship to Network Solutions before a transaction between the Seller and Buyer can be completed. If the Seller in that situation does not approve the transfer after agreeing to sell the domain name registration, or the Domain Name cannot be transferred because it is in a lock status or has not been registered at the current registrar for more than sixty (60) days, then the transaction cannot be completed (and no money will be paid to the Seller). For further example, where a Buyer fails to sign and return to us a required credit card authorization form (so that we can obtain funds from the Buyer) after agreeing to buy a domain name registration, then the transaction cannot be completed (and the Domain Name will not be transferred to the Buyer).

4. **Indemnification by You.** In addition to your other obligations of indemnification under this Agreement, you agree to indemnify, defend and hold harmless Network Solutions, its parent and subsidiary companies, and their respective officers, directors, members, shareholders, affiliates, agents, employees and assigns from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of the termination of the COS by the Seller, the Buyer or Network Solutions (where Network Solutions is permitted to so terminate under the terms of this Agreement), or the failure of any transaction whether caused by the Seller, Buyer, or Network Solutions (except where such failure is the result of Network Solutions' material breach of this Agreement).
5. **Third Party Disputes Concerning Process or Actions.** In the event the COS is terminated by Network Solutions as a result of a claim by a third party that the COS process or the actions of the Seller or Buyer violate(s) that third party's rights, Network Solutions is authorized, but not obligated, to refund to the Buyer all funds paid by the Buyer to Network Solutions in connection with the COS and to transfer the registration of the Domain Name to the Seller, and/or "lock" the Domain Name until such time as any pending dispute concerning the Domain Name is resolved (as evidenced by an agreement between the applicable parties or an order of a court).
6. **Your Additional Representations and Warranties; Intellectual Property Rights; Our Disclaimer.** You represent and warrant that your use of the COS, including but not limited to your purchase or attempt to purchase, your sale or attempt to sell, your transfer or attempt to transfer, and your registration or attempt to register the Domain Name will not and does not infringe the rights of any third party (including but not limited to the intellectual property rights of any third party). You represent and warrant that you will take all steps necessary to fulfill your obligations under this Agreement and to complete the transaction contemplated by this Schedule. We make no representation or warranty as to the status of the Domain Name, including whether or not the Domain Name or your actions in purchasing, selling, transferring or registering the Domain Name infringes or will infringe on any other party's rights. It is your responsibility to

ensure that the Domain Name and your actions do not and will not infringe on any other party's rights. Further, in addition to its other disclaimers in the Agreement, Network Solutions disclaims any liability with respect to the terms of the agreement between the Seller and the Buyer set out in Section 10, and Network Solutions makes no representation or warranty that the terms of that agreement are adequate to meet your needs or to provide you with the legal rights, protections and obligations that are best for you. If you do not wish to use the terms of Section 10 for your agreement with the Seller or the Buyer, you should not use this service.

7. **Termination by Network Solutions; No Liability.** You agree that Network Solutions may terminate the COS at any time (and at any stage in the process), without liability to either Seller or Buyer, if, at any time,: (1) the Buyer or Seller fails to fulfill any of its obligations under this Agreement; (2) Network Solutions believes the Buyer is or may be using a stolen or unauthorized credit card; (3) Network Solutions believes the Buyer or Seller may be acting in fraudulent or unauthorized manner, a manner that may subject Network Solutions to a claim by a third party, or otherwise in a manner that violates any law, Network Solutions policy, this Agreement, or any right of a third party; or (4) Network Solutions receives a complaint from a third party that the Seller or the Buyer is violating any law, Network Solutions policy, this Agreement, or any right of a third party. In the event Network Solutions terminates the COS as provided herein, Network Solutions shall have no liability to the Buyer or the Seller for such termination, and Network Solutions shall be permitted, but not obligated, to transfer the Domain Name back to the Seller as registrant and to return to the Buyer any of the Buyer's funds still in Network Solutions' possession.
8. **Terms for the Buyer.** The following additional terms apply only to the Buyer. The Buyer agrees to the following additional terms in this Section:
 - A. **COS Offer Fee; Non-Refundable; Exceptions.** You will use the COS to make an offer via email to a Seller to pay to the Seller the offer price selected by you (the "Offer Price") in exchange for the Seller's agreement to transfer the Domain Name to you through the COS. You will pay the non-refundable COS offer fee set forth on our Web site at the time you make your offer. This fee will be paid by you and is non-refundable regardless of whether or not your offer is accepted by the Seller or the Domain Name is transferred to you (but we will not charge you the fee if it is not possible to send your offer because, for example, there is no email listed for the Seller in the Whois database).
 - B. **Nature of Your Offer and Any Counter-Offers.** We will send your offer via email to the email address of the administrative contact of the registrant as reflected in the Whois database of the registrar currently sponsoring the Domain Name. You acknowledge that the information in the Whois database might not be accurate and that we have no obligation to and will not confirm the accuracy of any Whois information. Your offer will remain valid and binding on you for a period of ten (10) calendar days from the date of your offer, unless before then the transaction is terminated by Network Solutions, or the Seller accepts or rejects your

offer (the "Offer Period"). You may not and will not attempt to revoke your offer during the Offer Period. Your offer will automatically terminate upon expiration of the Offer Period. If the Seller makes a counter-offer, we will send you an email containing the Seller's counter-offer price (or minimal acceptable price) (the "Seller Counter Price"), which you may accept, reject or to which you may make a counter-offer within ten (10) calendar days from the date of the Seller's counter-offer, unless the Seller's counter-offer has been terminated (the "Seller Counter Period"). If you make a counter-offer to the Seller during the Seller Counter Period, we will send your counter-offer price (the "Buyer Counter Price") to the administrative contact of record as described above. Your counter-offer serves as a rejection of the Seller's counter-offer. Additionally, your counter-offer will remain valid and binding on you for a period of ten (10) calendar days from the date of your counter-offer, unless the transaction is terminated by Network Solutions, or the Seller accepts or rejects your counter-offer (the "Buyer Counter Period"). You may not and will not attempt to revoke your counter-offer during the Buyer Counter Period. Your counter-offer will automatically terminate upon expiration of the Buyer Counter Period.

- C. **Acceptance of Offer or Counter-Offer; Process.** If the Seller accepts either your offer during the Offer Period or your counter-offer during the Buyer Counter Period, or if you accept the Seller's counter-offer during the Seller Counter Period, we will notify you via email, and: (1) You will immediately pay to Network Solutions, and Network Solutions is authorized to charge your credit card in the amount of (i) for the benefit of the Seller, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, and (ii) the transaction fee set forth on our Web site at the time you make the offer (collectively, the "Total Price"); and (2) You will complete, sign and return to Network Solutions, in the time-frame specified by Network Solutions, any and all paperwork sent to you by us to complete the transaction contemplated by this Agreement, including but not limited to a form confirming your authorization to us to charge your credit card for the Total Fees. Upon fulfillment of your obligations set forth above, Network Solutions will initiate a transfer of the sponsorship of the Domain Name to Network Solutions as registrar (with the Seller as registrant of the Domain Name), if the Domain Name is not then-currently sponsored by Network Solutions as registrar, or will transfer the Domain Name into a new account for the Seller. Once the domain name is sponsored by Network Solutions as registrar and in a new account for the Seller, the Domain Name will be placed in a "lock" status. Network Solutions will then change the registrant of the Domain Name to the Buyer (or to the person or entity directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable.

- D. **Rejection or Termination of Offer or Counter-Offer.** If the Seller (i) rejects your offer without making a counter-offer, (ii) fails to respond to your offer during the Offer Period, (iii) rejects your counter-offer, or (iv) fails to respond to your counter-offer during the Buyer Counter Period, the COS will immediately terminate. If you reject a counter-offer made by the Seller or fail to respond to a counter-offer during the Seller Counter Period, the COS will immediately terminate.
- E. **60-Day No Transfer Requirement.** For a period of sixty (60) days following any successful transfer of the Domain Name, you agree not transfer or attempt to transfer the Domain Name to another person or to another registrar, and Network Solutions is authorized to deny any request for such a transfer.
- F. **Domain Name Transfer and Registration Subject to Service Agreement.** Through the COS, you are applying to transfer and register the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations and registrant name changes).
- G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose your identity to the Seller or any third party, unless the COS is terminated by Network Solutions as a result of a third party claim concerning the COS, the Domain Name, or the Seller or Buyer, or as a result of your failure to fulfill any of your obligations under this Agreement to us or to the Seller, or as a result of a claim by the Seller that you have not fulfilled your obligations under this Agreement. Additionally, after the completion of any Domain Name transfer hereunder, we are permitted but not obligated to disclose your identity and contact information to the Seller or as otherwise provided in this Agreement.
- H. **Value Assessment.** You acknowledge and agree that the Value Assessment Tool available as part of the COS is designed to be a helpful tool only, and that it is your responsibility to determine the offer price (or counter-offer price) that is appropriate for you and the Domain Name in question.
- I. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Buyer through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your payment of the Offer Price, Seller Counter Price or Buyer Counter Price, as applicable, to the Seller (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
- J. **Suspension of Your Account; Transfer of Domain Name to Network Solutions.** In addition to all other remedies available at law or in equity,

Network Solutions shall have the right, but not the obligation, to (i) suspend your account with Network Solutions indefinitely (which will suspend all other services you may have with us in your account) until payment is received by you in accordance with your obligations under this Schedule, and (ii) transfer the Domain Name to Network Solutions as registrant if you do not make required payments under this Schedule within three (3) business days after notice is sent via email to you from Network Solutions that such payment is owed.

- K. **Seller Request to Reopen Offer.** If we receive a request from the Seller that you reopen an offer under the COS (a "Reopen Request"), we may, but will not be obligated to, notify you of the Reopen Request. If you receive such a request from us, and you wish to submit another offer to the Seller through the COS, any such offer by you shall be treated as an initial offer through the COS, starting anew the COS process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).

9. **Terms for the Seller.** The following additional terms apply only to the Seller. The Seller agrees to the following additional terms in this Section:

- A. **Acceptance of Offer or Counter-Offer; Process.** You may accept, reject or make a counter-offer (as described below) to the Buyer's offer so long as the offer has not been terminated (the "Offer Period"). If you accept the Buyer's offer during the Offer Period, Network Solutions will inform the Buyer of your acceptance via email, and will attempt to obtain funds from the Buyer via credit card to pay the offer price (the "Offer Price") and Network Solutions' transaction fee. If you make a counter-offer to the Buyer and the counter-offer is accepted by the Buyer, Network Solutions will inform you via email of the Buyer's acceptance of the counter-offer, and Network Solutions will attempt to obtain funds from the Buyer via credit card to pay the counter-offer price (sometimes referred to as the minimum acceptable price)(the "Seller Counter Price") and Network Solutions' transaction fee. The Buyer might not accept your counter-offer, but might instead make a counter-offer to you. In that case, you may accept or reject the Buyer's counter-offer so long as the Buyer's counter-offer has not been terminated (the "Buyer Counter Period"). If you accept the Buyer's counter-offer, if any, within the Buyer Counter Period, Network Solutions will inform the Buyer of your acceptance via email, and will attempt to obtain funds from the Buyer via credit card to pay the Buyer's counter-offer price (the "Buyer Counter Price") and Network Solutions' transaction fee. You acknowledge and agree that in any case Network Solutions must first obtain sufficient funds from the Buyer before a transaction can be completed, and that failure of the Buyer to deposit sufficient funds with Network Solutions shall be grounds for Network Solutions to terminate the COS. After sufficient funds have been obtained from the Buyer, Network Solutions will attempt to transfer the Domain Name to a new account with Network Solutions where you will still be the

registrant. If the Domain Name is being sponsored by another registrar, Network Solutions will first initiate a transfer of the Domain Name to Network Solutions as registrar. Once the Domain Name is registered with Network Solutions as registrar and in a new account with you as the registrant, Network Solutions will change the registrant of the Domain Name to the Buyer (or as directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable. If an offer or counter-offer is accepted, you will properly respond to and complete any and all emails and/or documentation sent to you from Network Solutions or your current registrar concerning the transfer of your domain name, and otherwise take all steps necessary, to effect the transfer of the Domain Name to Network Solutions as registrar (where the Domain Name is sponsored by another registrar) and to the Buyer as registrant. Upon fulfillment of your obligations set forth above, and the deposit of sufficient funds by the Buyer, Network Solutions will send you a check for the Buyer's payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable.

- B. **Nature of Your Counter-Offer.** We will send your counter-offer, if any, via email to the Buyer at the email address provided by the Buyer. Your counter-offer serves as a rejection of the Buyer's offer. You acknowledge and agree that if the email address provided by the Buyer is not accurate or valid, the counter-offer will not reach the Buyer. Your counter-offer will remain valid and binding on you for a period of ten (10) calendar days from the date of your counter-offer, unless before then the transaction is terminated by Network Solutions, or the Buyer accepts, rejects or makes a counter-offer to your counter-offer (the "Seller Counter Period"). You may not and will not attempt to revoke your counter-offer during the Seller Counter Period. Your counter-offer will automatically terminate upon expiration of the Seller Counter Period.
- C. **No Changes After Acceptance or Counter-Offer.** You will not attempt to transfer or change the registrant for the Domain Name after accepting an offer or Buyer counter-offer, or after making a counter-offer, except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.
- D. **Rejection or Termination of Counter-Offer.** If the Buyer rejects your counter-offer or fails to respond to your counter-offer during the Seller Counter Period, the COS will immediately terminate.
- E. **Additional Seller Representations and Warranties.** You represent and warrant that as of the time you accept an offer or a Buyer counter-offer, or make a counter-offer, you are the current registrant of the Domain Name (or the current registrant's authorized agent) with full authority to enter into this agreement and to sell and transfer the Domain Name to the Buyer as contemplated herein, and that you have not and will not do anything to

change the registrant or current registrar of the Domain Name except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.

- F. **Change of Registrar, Domain Name Registration, and Registrant Name Change Subject to Service Agreement.** Through the COS, you are applying to transfer, if applicable, and register the Domain Name with Network Solutions as registrar, and to then transfer the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful change of registrar and registration of the Domain Name with Network Solutions, and transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations, change of registrar, and registrant name changes).
 - G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose the identity of the Buyer except as otherwise permitted in this Agreement.
 - H. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Seller through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your receipt of payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, from the Buyer (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
 - I. **Seller Request to Reopen Offer.** We may, but shall not be obligated to, provide you with the opportunity to request through us that a Buyer reopen an offer for the Domain Name. In the event a Buyer does in fact reopen an offer, such an offer will be treated as an initial offer under the terms of the COS, starting anew the COS process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).
10. **Terms Between Buyer and Seller.** The following terms and conditions apply between the Buyer and Seller (unless defined in this Section, capitalized terms shall have the meaning assigned to them elsewhere in this Schedule):
- A. **Buyer's Rights and Obligations to Seller.** By making an offer or counter-offer through the COS, the Buyer offers to pay to the Seller (through Network Solutions) the offer price or Buyer Counter Price listed in the email communication sent to the Seller by Network Solutions through the COS in exchange for the Seller's agreement to transfer the Domain Name to the Buyer. The Buyer further agrees to keep the Buyer's offer and any Buyer counter-offer, if any, open and valid for a period of ten (10) calendar days from the date of the offer or counter-offer, unless the offer or counter-offer is accepted or rejected sooner (each an "Offer Acceptance Period"). If the offer or Buyer counter-offer is accepted by the

Seller within the Offer Acceptance Period in the manner provided for through the COS, or if the Seller makes a counter-offer which is accepted by the Buyer within the Counter-Offer Acceptance Period (defined below) in the manner provided for through the COS, the Buyer agrees to pay the Seller the offer price, Seller Counter Price, or Buyer Counter price, as applicable, by depositing sufficient funds via credit card with Network Solutions to cover the offer price, Seller Counter Price, or Buyer Counter price, as applicable, and any transaction fee owed by the Buyer to Network Solutions, and to take all other steps described in the COS process and the agreement between Buyer and Network Solutions to permit completion of the transaction. Buyer agrees that in addition to Seller's other rights and remedies, Seller shall be permitted to seek a re-transfer of the Domain Name to Seller if at any time during or after the transaction provided for through the COS, Buyer fails to deposit sufficient funds or the Buyer's funds are determined to be insufficient to pay the payments for which the Buyer is obligated under the terms of this Schedule, and Buyer hereby consents to any such re-transfer.

- B. **Seller's Rights and Obligations to Buyer.** By accepting an offer or Buyer counter-offer within the Offer Acceptance Period, or making a counter-offer through the COS that is accepted by the Buyer during the Counter-Offer Acceptance Period (defined below), in either case in the manner provided for through the COS, the Seller agrees to transfer the Domain Name to the Buyer (or the Buyer's designee) in exchange for the Buyer's agreement to pay the Seller and fulfill the Buyer's other obligations as set forth in 10A above. The Seller further agrees to keep the Seller's counter-offer, if any, open and valid for a period of ten (10) days from the date of the counter-offer, unless the counter-offer is accepted or rejected sooner (the "Counter-Offer Acceptance Period"). If the Seller accepts the Buyer's offer or counter-offer, or the Buyer accepts the Seller's counter-offer, Seller further agrees to fulfill its obligations described in the COS process and the agreement between Seller and Network Solutions to permit completion of the transaction. The Seller shall provide the Buyer, upon request by the Buyer, with the information necessary for the Buyer to fulfill its obligations, if any, related to tax filings and/or certifications in connection with the payment being made to Seller hereunder.
- C. **Representations of the Parties to One Another.** The Seller (or the person acting on behalf of the Seller) represents and warrants to the Buyer, and the Buyer (or the person acting on behalf of the Buyer) represents and warrants to the Seller, that he/she/it is authorized to agree to the terms set forth in this Schedule and to do all things necessary to complete the transaction contemplated by the COS, and that he/she/it will take all steps necessary to fulfill his/her/its obligations to the other party and to Network Solutions.

SCHEDULE T TO SERVICE AGREEMENT

HOSTING SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Hosting Services (as defined below).

1. Description of Service

Network Solutions may make available for purchase, from time to time, a variety of hosting packages, stand-alone hosting services and optional add-on services, as published on the Network Solutions website (collectively, "Hosting Services"). Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Hosting Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Hosting Services offerings and to add, delete, suspend or modify the terms and conditions of the Hosting Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2. Fees and Payment Terms

2.1 Billing for Hosting Services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly and, if you've selected our "auto-renew" feature, annual payments for Hosting Services shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Hosting Services Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' prior written notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Hosting Services Fee, on the next monthly or annual (as applicable) payment cycle.

2.2 In addition to recurring service fees, Network Solutions may charge set up fees and other one-time fees for any optional services as set forth on our Web site and/or described in this Schedule (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the price set forth on our web site. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase,

and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

2.3 Network Solutions will charge you a processing fee of \$19.95 (U.S. Dollars) if you terminate or cancel an annual Hosting Services package prior to the completion of any limited money-back guarantee period for that package ("Processing Fee"). You authorize Network Solutions, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

3. Term and Termination

3.1 Term. Your Hosting Services shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Hosting Services.

3.2 Cancellation. Subject to your obligation to pay any applicable Processing Fees, you may cancel your Hosting Services at any time. To cancel your Hosting Services you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered domain name, if any, associated with your Hosting Services; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Hosting Services will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Hosting Services.

3.3 If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Hosting Services immediately and without notice to you. Hosting Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

3.4 Upon any termination of this Schedule or the Agreement for any reason, Sections 2, 3.4, 4, 5 and 6 shall survive termination.

4. Additional Warranty Disclaimers and Limitations of Liability

4.1 ADDITIONAL DISCLAIMER. NETWORK SOLUTIONS IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICES PROVIDED BY NETWORK SOLUTIONS.

4.2 Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. Network Solutions has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet.

4.3 You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Hosting Services or obtain from the Internet.

4.4 You agree that if Network Solutions takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Network Solutions shall have no liability to you or your end users due to any corrective action taken by Network Solutions.

4.5 You agree that Network Solutions has no obligation to back-up any data related to your website unless Network Solutions expressly agrees otherwise in writing (or has expressly stated so on our Web site). You agree that you will regularly back-up your data whether or not Network Solutions agrees to or actually does back-up any data.

5. Restrictions on Use

5.1 Network Solutions does not intend to and shall have no obligation to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Hosting Services (the "Content"). Your Content includes content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by Network Solutions in conjunction with the Hosting Services that are found in Schedule O to this Agreement.

5.2 You warrant that your Content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.

5.3 Your use of networks or computing resources provided to Network Solutions by third party providers and made available to you as part of the Hosting Services is subject to the respective permission and usage policies of such third parties.

5.4 You expressly (i) grant to Network Solutions a license to cache the entirety of your Content and your web site, including content supplied by third parties, hosted by Network Solutions under this Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

5.5 You agree that you will not exceed the bandwidth or storage space limits applicable to the Hosting Services purchased, as set forth on our Web site. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6. Other Terms and Conditions

6.1 The Hosting Services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and your reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through a website you establish via the Hosting Services, your relationship with the third-party merchant account provider may be subject to an application and approval process and your reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the Hosting Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. Additionally, depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution. Further, you agree that our third party vendors providing any services as part of the Hosting Services, and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. Finally, you acknowledge and agree that other Schedules in this Agreement may apply to the various services included in your Hosting Services package (for example, Schedules related to domain name registration, email, Private Registration, etc.), and that you have read and you agree to be bound by the additional terms and conditions in those Schedules.

SCHEDULE U TO SERVICE AGREEMENT

ONLINE MARKETING SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Online Marketing Services (as defined below).

1. Description of Service

1.1 Network Solutions may make available for purchase, from time to time, a variety of online marketing services, including online banner advertisement creation and publication, email communication tools, registration with several World Wide Web search engines and Internet Yellow Pages Directories (as described on our Web site), search engine optimization, link building, search engine optimized press release service, search engine visibility and premium listings services (collectively, "Online Marketing Services", "Web Promotion" or "Services"), as published on the Network Solutions Web site. Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Online Marketing Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Online Marketing Services offerings and to add, delete, suspend or modify the terms and conditions of such Online Marketing Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 In order to use the Services, you must obtain access to the Internet/World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet/World Wide Web, including a computer and modem or other access device.

2. Your Obligations.

2.1 If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2.2 You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (for purposes of this Schedule, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Network Solutions, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Online Marketing Services. Network Solutions does not control the Content posted via the Online Marketing Services and, as such, does not guarantee the accuracy, integrity

or quality of such Content. You understand that by using the Online Marketing Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Network Solutions be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Online Marketing Services.

2.3 Network Solutions will charge you a processing fee of \$9.95 (U.S. Dollars) if you terminate or cancel an annual Hosting Services package prior to the completion of any limited money-back guarantee period for that package ("Processing Fee"). You authorize Network Solutions, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

2.4 In addition to all other restrictions under this Agreement and the Acceptable Use Policy, you agree to not use the Online Marketing Services to:

(a) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Online Marketing Services;

(b) upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

2.5 You acknowledge that Network Solutions does not pre-screen Content, but that Network Solutions and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Network Solutions and its designees shall have the right to remove any content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Network Solutions or submitted to Network Solutions.

2.6 In addition to the terms of our Privacy Policy, you acknowledge and agree that Network Solutions may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Network Solutions, its users and the public.

2.7 You understand that the technical processing and transmission of the Online Marketing Services, including your Content, may involve (a) transmissions over various